

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

March 3, 1960  
10:00 A.M.

Council Chamber, City Hall

---

The meeting was called to order with Mayor Miller presiding.

Roll call:

Present: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Absent: None

Present also: W. T. Williams, Jr., City Manager; Doren R. Eskew, City Attorney; Reuben Rountree, Jr., Director of Public Works; Robert A. Miles, Chief of Police

Invocation was delivered by REV. GENE RUTLEDGE, Koenig Lane Christian Church.

Councilman White moved that the Minutes of the Meeting of February 25, 1960, be approved. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

LT. PETE WEAVER introduced seven police officers-in-training.

Mayor Miller introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, JULY 17, 1941, AND RECORDED IN ORDINANCE BOOK "L", PAGES 152-174, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, WHICH ORDINANCE WAS AMENDATORY OF THAT CERTAIN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN PASSED BY THE CITY COUNCIL, APRIL 23, 1931, AND RECORDED IN BOOK "I", PAGES 301-318, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, THE AMENDATORY ORDINANCE HEREBY CHANGING THE FOLLOWING: (1) LOTS 1 AND 2, BLOCK 1, OUTLOT 46, DIVISION B, C. R. JOHNS

SUBDIVISION, FROM "C" COMMERCIAL DISTRICT TO "C-2" COMMERCIAL DISTRICT; (2) LOT 18, GLENVIEW ADDITION, FROM "A" RESIDENCE DISTRICT TO "LR" LOCAL RETAIL DISTRICT; (3) ONE BLOCK OF LAND, SAME BEING ALL OF OUTLOT 32, DIVISION E, ORIGINAL CITY OF AUSTIN, TEXAS, LOCALLY KNOWN AS 1601-1621 SAN ANTONIO STREET, 401-421 WEST 17TH STREET, 1600-1620 GUADALUPE STREET, AND 400-420 WEST 16TH STREET, FROM "C" COMMERCIAL DISTRICT AND THIRD HEIGHT AND AREA DISTRICT TO "C" COMMERCIAL DISTRICT AND FOURTH HEIGHT AND AREA DISTRICT; (4) (A.) ONE TRACT OF LAND FRONTING 210.75 FEET ON THE EAST RIGHT OF WAY LINE OF BURNET LANE AND 300 FEET ON THE SOUTH RIGHT OF WAY LINE OF CULLEN AVENUE, LOCALLY KNOWN AS 6911-6917 BURNET LANE AND 2113-2209 CULLEN AVENUE, FROM "A" RESIDENCE DISTRICT TO "GR" GENERAL RETAIL DISTRICT; AND (B.) ONE TRACT OF LAND FRONTING 233 FEET ON THE SOUTH RIGHT OF WAY LINE OF CULLEN AVENUE BEGINNING AT A POINT APPROXIMATELY 300 FEET EAST OF THE EAST RIGHT OF WAY LINE OF BURNET LANE, LOCALLY KNOWN AS 2105-2113 CULLEN AVENUE, FROM "A" RESIDENCE DISTRICT TO "B" RESIDENCE DISTRICT; AND (5) (A.) LOTS 13 AND 14, BLOCK 2, UNIVERSITY PARK ADDITION, AND (B.) LOT 12, BLOCK 2, UNIVERSITY PARK ADDITION, FROM "A" RESIDENCE DISTRICT TO "C" COMMERCIAL DISTRICT; ALL OF SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; ORDERING A CHANGE IN THE USE AND HEIGHT AND AREA MAPS SO AS TO RECORD THE CHANGES ORDERED HEREBY; AND SUSPENDING THE RULE REQUIRING THE READING OF AN ORDINANCE ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman Palmer moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the second time and Councilman Palmer moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman Palmer moved that the ordinance be finally passed. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

Mayor Miller introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, JULY 17, 1941, AND RECORDED IN ORDINANCE BOOK "L", PAGES 152-174, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, WHICH ORDINANCE WAS AMENDATORY OF THAT CERTAIN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN PASSED BY THE CITY COUNCIL APRIL 23, 1931, AND RECORDED IN BOOK "I", PAGES 301-318, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, THE AMENDATORY ORDINANCE HEREBY ESTABLISHING THE BOUNDARIES FOR VARIOUS ORIGINAL USE DISTRICTS AND HEIGHT AND AREA DISTRICTS IN AREAS ANNEXED TO THE CITY OF AUSTIN ON OCTOBER 15, 1959, AND TIMES SUBSEQUENT THERETO; ORDERING A CHANGE IN THE USE AND HEIGHT AND AREA MAPS SO AS TO RECORD SUCH DISTRICTS: AND SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman White moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the second time and Councilman White moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

Councilman Palmer offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Archie Fitzgerald is the Contractor for the alteration and addition to a building located at 120 West 9th Street and desires a portion of the sidewalk and street space abutting Lots 9, 10, 11, and 12, Block 110, of the Original City of Austin, Travis County, Texas, during the alteration and addition to the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Archie Fitzgerald, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the northwest corner of the above described property; thence in a westerly direction and at right angles to the center line of Colorado Street to a point 20 feet west of the east curb line; thence in a southerly direction and parallel with the center line of Colorado Street 184 feet to a point; thence in an easterly direction and at right angles to the center line of Colorado Street 30 feet to a point which is the southwest corner of the above described property; thence in a southerly direction and at right angles to the center line of West 9th Street 14 feet south of the north curb line; thence in an easterly direction and parallel to the center line of West 9th Street 160 feet to a point; thence in a northerly direction 24 feet to a point which is the southeast corner of the above described property; thence in an easterly direction and at right angles to the center line of Colorado Street alley 5 feet to a point; thence in a northerly direction and parallel with the center line of Colorado Street alley 184 feet to a point; thence in a westerly direction and at right angles to the center line of Colorado Street alley 5 feet to a point which is the northeast corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said Archie Fitzgerald, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall construct a 4 - foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along the pavement within the walkway, and at any time in the opinion of the City officials it becomes necessary for any reason to install a board floor within the walkway, the Contractor shall upon notice from the Building Inspector immediately place such a wood floor and substantially support same to prevent sagging under load.

(2) That the Contractor is permitted to construct in his working space a substantial gate which shall be kept closed at all times when not in use, and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3) That no vehicles in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" signs shall be placed on the street side of the barricades.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(7) That provisions shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(8) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting systems for all tunnels.

(9) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than March 1, 1961.

(10) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(11) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(12) That any public utility, or public or private property disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects, whether done by the Contractor, City Forces, or public utilities, shall be replaced or repaired at the Contractors expense.

(13) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5,000) which shall protect, indemnify and hold harmless the City of Austin from any claims or damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The motion, seconded by Councilman White, carried by the following vote:  
Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

Councilman Palmer offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, J. M. Odom is the Contractor for the demolition and erection of a building located at 923 Congress Avenue and desires a portion of the sidewalk and street space abutting Lot 6 and the north 23 feet of Lot 5, Block 111, of the Original City of Austin, Travis County, Texas, during the demolition and erection of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said J. M. Odom, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the southwest corner of the above described property; thence in a westerly direction and at right angles to the center line of Congress Avenue to a point 12 feet west of the east curb line; thence in a northerly direction and parallel to the center line of Congress Avenue 69 feet to a point; thence in an easterly direction and at right angles to the center line of Congress Avenue to a point which is the northwest corner of the above described property; thence in a northerly direction and at right angles to the center line of West 10th Street 12 feet north of the south curb line; thence in an easterly direction and parallel with the center line of West 10th Street 160 feet to a point; thence in a southerly direction and at right angles to the center line of West 10th Street to a point which is the northeast corner of the above described property; thence in an easterly direction and at right angles to the center line of Congress Avenue alley 5 feet to a point; thence in a southerly direction and parallel with the center line of Congress Avenue alley 69 feet to a point; thence in a westerly direction 5 feet to a point which is the southeast corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said J. M. Odom, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along the pavement within the walkway, and at any time in the opinion of the City officials it becomes necessary for any reason to install a board floor within the walkway, the Contractor shall upon notice from the Building Inspector immediately place such a wood floor and substantially support same to prevent sagging under load.

(2) That the Contractor is permitted to construct in his working space a substantial gate which shall be kept closed at all times when not in use,

and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3) That no vehicles in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" signs shall be placed on the street side of the barricades.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(7) That provisions shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(8) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting systems for all tunnels.

(9) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than March 1, 1961.

(10) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(11) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(12) That any public utility, or public or private property disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects, whether done by the Contractor, City Forces, or public utilities, shall be replaced or repaired at the Contractors expense.

(13) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5,000) which shall protect, indemnify and hold harmless the City of Austin from any claims or damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway

and other safeguards during the occupancy of the space.

The motion, seconded by Councilman White, carried by the following vote:  
 Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
 Noes: None

Councilman Palmer offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Brydson Lumber Co. is the Contractor for the alteration of a building located at 203-05 West 6th Street and desires a portion of the sidewalk and street space abutting the west 23 feet of Lot 7 and the east 23 feet of Lot 8, Block 54, of the Original City of Austin, Travis County, Texas, during the alteration of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Brydson Lumber Company, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the northwest corner of the above described property; thence in a northerly direction and at right angles to the center line of West 6th Street 4 feet to a point; thence in an easterly direction and parallel with the center line of West 6th Street 46 feet to a point; thence in a southerly direction and at right angles to the center line of West 6th Street 4 feet to a point which is the northeast corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said Brydson Lumber Company, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall erect within the above described working space a solid fence built of not less than one-inch material and at least 8 feet in height (or extending from the sidewalk to the underside of the present awning) substantially braced and anchored and to maintain same in good condition at all times while the work is in progress. The Contractor will be permitted to put a door in the barricade that will either open in or slide parallel to the barricades, and at all times that material is being delivered or taken away from the building, a watchman shall be provided to warn pedestrians of approaching danger. The Contractor will also be permitted to use one (1) parking meter space immediately in front of the entrance in the barricade for the delivery or removal of materials during construction work.

(2) That the Contractor is permitted to construct in his working space a substantial gate which shall be kept closed at all times when not in use, and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3) That no vehicles in loading or unloading material at the working

space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" signs shall be placed on the street side of the barricades.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(7) That provisions shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(8) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting systems for all tunnels.

(9) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than May 1, 1960.

(10) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(11) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(12) That any public utility, or public or private property disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building projects, whether done by the Contractor, City Forces, or public utilities, shall be replaced or repaired at the Contractors expense.

(13) That the Contractor shall furnish the City of Austin a surety bond in the sum of Two Thousand Dollars (\$2,000) which shall protect, indemnify and hold harmless the City of Austin from any claims or damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The motion, seconded by Councilman White, carried by the following vote:  
Ayes: Councilmen Bechtol, Falmer, Perry, White, Mayor Miller  
Noes: None

Letter from MR. GORDON M. KNIGHT suggesting that the new lake be named in honor of Winston S. Churchill was received, and ordered filed until the dam is finished and the matter considered.

Councilman Bechtol moved that the Council sustain the Tax Department and Equalization Board on values as finally agreed to--\$50.00 a front foot less 25% allowance, on the property of WOODWARD MANUFACTURING CORPORATION, by Jack Sparks. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

Mayor Miller introduced the following ordinance:

AN ORDINANCE PERPETUALLY VACATING AND CLOSING A PORTION OF A STREET KNOWN AS BULL CREEK ROAD, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; RETAINING EASEMENTS FOR PUBLIC UTILITY PURPOSES, AND SUSPENDING THE RULE REQUIRING THE READING OF AN ORDINANCE ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman Palmer moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the second time and Councilman Palmer moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman Palmer moved that the ordinance be finally passed. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager be and he is hereby authorized and directed to execute a Boundary Line Agreement exhibited to the City Council on behalf of

the City of Austin, with L. E. Belding and wife, Catherine Belding, in order to remove certain ambiguities as to the record location of the common boundary line between the L. E. Belding tract and the Interregional Highway Right-of-way south of the Colorado River and North of Riverside Drive; and

BE IT FURTHER RESOLVED:

That the City Clerk is hereby directed to file a copy of said agreement in the permanent records of her office without recordation in the Minutes of the City Council.

The motion, seconded by Councilman Palmer, carried by the following vote:  
 Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
 Noes: None

The City Manager submitted the following:

"February 25, 1960

"To: Mr. W. T. Williams, Jr., City Mgr. "Subject: Erection of Steel River-crossing Transmission Line Towers

"Bids were opened at 10:00 a.m., February 25, 1960, for the erection of Transmission Line River Crossing Towers. These bids are tabulated as follows:

<u>"BIDDER</u>	<u>LUMP SUM BID</u>	<u>COMPLETION TIME</u>
John D. Trilsch, Inc.	\$7,232.00	24 days
H.B. Zachry Company	\$9,395.00	45 days
D.J. Sullivan Erecting Co.	\$6,450.00	50 days

"I recommend that we accept the lowest and best bid of \$6,450.00 from the D. J. Sullivan Erecting Company for a lump sum price for the erection of both river crossing towers.

"From: D. C. Kinney, Director  
 Electric Utility

"Approved:  
 W. T. Williams, Jr., City Manager"

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on February 25, 1960, for the erection of Transmission Line River Crossing Towers; and

WHEREAS, the bid of D. J. Sullivan Erecting Co., in the sum of \$6,450.00 was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of Electric Utility, of the City of Austin, and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of D. J. Sullivan Erecting Co. in the sum of \$6,450.00 be and the same is hereby accepted, and W. T. Williams, Jr., City Manager of the City of Austin is hereby authorized and directed to execute a contract on behalf of the City of Austin with D. J. Sullivan Erecting Co.

The motion, seconded by Councilman Bechtol, carried by the following vote:  
 Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
 Noes: None

The Council had before it the following zoning applications deferred from last week:

MRS. CORDELIA A. LENTHE & THEODOR E. BECKER	4717-4805 Harmon Avenue	From "A" Residence To "C" Commercial NOT Recommended by the Planning Commission
--	-------------------------	---

The Council postponed decision as it wanted to make a personal inspection of the area.

F. A. ZIMMERMAN, Owner DOYLE BARNETT, Applicant By Jack F. Cook	3903 Alice Avenue	From "A" Residence To "C" Commercial NOT Recommended by the Planning Commission
---	-------------------	---

Mr. Zimmerman never appeared, and it was requested he be contacted, and decision to be made next Thursday.

T. R. HARTGROVE	2401-03 Lake Austin Blvd. 400-08 Deep Eddy Avenue	From "O" Office To "LR" Local Retail RECOMMENDED by the Planning Commission
-----------------	--	--

Councilman Bechtol moved that this zoning application be referred back to the Plan Commission due to the technicality pointed out. The motion, seconded by Councilman Palmer, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
 Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Council of the City of Austin hereby approves the property situated on the south side of West 5th Street as a private gasoline plant consisting of four 4,000 gallon tanks and two electric pumps for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, which property is owned by Austin Transit Co., and is Outlot 1, Division Z, of the City of Austin, Travis County, Texas, and hereby authorizes the said Austin Transit Co., by their agent, Clyde Malone, to operate a private gasoline plant consisting of four 4,000 gallon tanks and two electric pumps for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, subject to the same being operated in compliance with all the ordinances relating thereto, and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the operation of this private gasoline plant after full compliance with all the provisions of this resolution, and said permission shall be held to be granted, and accepted subject to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, traffic and fire regulations; and the right of revocation is retained if, after hearing, it is found by the City Council that the said Austin Transit Co., by their agent, Clyde Malone, has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Recommendations attached)

"Austin, Texas  
March 1, 1960

"Mr. W. T. Williams, Jr.  
City Manager  
Austin, Texas

"Dear Sir:

"I, the undersigned, have considered the application of Austin Transit Co., by their agent, Clyde Malone, for permission to operate a private gasoline plant consisting of four 4,000 gallon underground tanks and two electric pumps for the sole purpose of servicing their own motor equipment and from which no gasoline is to be sold, upon property located on the south side of West 5th Street, which property is designated as the unplatted tract of land belonging to the Austin Transit Co., Division Z, Outlot 1 in the City of Austin, Travis County, Texas, and locally known as 1315 West 5th Street.

"This property is located in a D Industrial District and I recommend that this permit be granted subject to the following conditions:

"(1) That the gasoline tanks and pumps shall be of an approved type and shall bear the label of the Underwriters Laboratories, Inc., and that all tanks and pumps shall be installed in compliance with the Ordinance governing the storage and handling of gasoline.

"(2) That all tanks and pumps shall be located not nearer than 10 feet to the property line and so located that cars stopped for the purpose of unloading or receiving gasoline or other supplies shall not in any way obstruct the free passage of traffic on either the sidewalk, street, or alley.

"(3) That "No Smoking" signs shall at all times be prominently displayed and no person shall be permitted to smoke on the premises where gasoline is handled or stored.

"(4) That all fees shall be paid and a permit secured from the Building Inspector's Office before any installation work is started, and that no equipment shall be placed in operation until after final inspection and approval of same.

"Respectfully submitted,  
(Sgd) J. C. Eckert  
Building Inspector"

The motion, seconded by Councilman Bechtol, carried by the following vote:  
Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Mayor stated he had talked with Mr. Rector Allen and had told him the Council would be willing to let them try out one of these planters on the sidewalk area, if ample insurance to protect the City was provided. He said he would call Mr. Allen to see what he was doing about it.

Mayor Miller introduced the following ordinance:

AN ORDINANCE APPROPRIATING FUNDS FOR VARIOUS  
PURPOSES AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman White moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the second time and Councilman White moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

The Council had before it for public hearing a proposed amendment to the Zoning Ordinance, Section 6 ("C" Commercial District) to permit the operation of a research laboratory for experimental study of any branch of natural sciences with certain provisions. The Director of Planning explained the proposed amendment, and stated several laboratories were located in "C" Commercial, and were operating as non-conforming. The Council discussed details of this type of use. Councilman Perry moved that Paragraph 73 be included in SECTION 6. "C" COMMERCIAL DISTRICT, in the Zoning Ordinance Text. (Research laboratory for the experimental study of any branch of the sciences or to the application of scientific principles in testing or analysis but not including pilot plant operations. All operations must be conducted within an enclosed building and no highly flammable or explosive solids, liquids or gases are to be stored in bulk above ground.) The motion, seconded by Councilman Palmer, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

Councilman Palmer moved that the Council accept the withdrawal of the following zoning application as requested by MR. FRANK W. McBEE, JR.:

ROY BEAL & 1705-09 Guadalupe From "C" Commercial  
DUNNING BRIGHT Street To "DL" Light  
By Frank W. McBee, Jr., Industrial  
et al

The motion, seconded by Councilman Bechtol, carried by the following vote:  
Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

Mr. McBee inquired about obtaining the building permit immediately. Councilman Palmer stated the Council would work as fast as it possibly could in this amendment.

MAYOR MILLER stated he had talked to MR. GORDON, Missouri Pacific Railroad, and he could come to Austin next week. The Mayor called a meeting for WEDNESDAY, March 16th.

Councilman White moved that the following be appointed to serve on the Appeals Board, under the Heating, Airconditioning and Ventilating Ordinance:

- MR. B. SEGALL, JR., - Consulting Engineer
- MR. JOE BOYER - Heating and Air Conditioning Contractor
- MR. C. R. BROWNLEE - Refrigeration Contractor
- MR. FRED BARKLEY - Property Owner

The motion, seconded by Councilman Bechtol, carried by the following vote:  
Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Assistant City Manager submitted a request from HOLT MACHINERY COMPANY to use parallel parking space across the street from the Austin Hotel on 7th Street so that they could park a rubber-tired piece of equipment. The equipment is 18x8'. Mr. Blodgett stated that they had been referred to the St. Mary's Parking Lot. The City Manager stated he did not recall any time that a commercial exhibit had been permitted on the street. Different Council members asked that the company use the parking lot, and Councilman Palmer asked that the Holt Machinery Company be advised that their request could not be granted.

The Mayor stated a Tennis Group at the High School wanted to get a sign hung for the State Tennis Tournament. The Assistant City Manager stated he would check into this to see where it could be placed, and check other information.

The Assistant City Manager submitted a request from the Chamber of Commerce for the use of the Butler Tract for a carnival in connection with the Livestock show sponsored by the Chamber of Commerce Agricultural Committee. The Council discussed this request in detail as to requirements of any carnival coming in. Different members suggested making a charge for the outside exhibit area but finally agreed to go ahead and let the Committee use the space this year.

The Assistant City Manager submitted the matter of securing a concessionaire at the Auditorium, stating that it was booked heavily for March, and it would be very hard for Mr. Vickers to handle the concessions and the Auditorium too on this type of booking. He stated that on Councilman Palmer's request, they had contacted the Concessionaire from Fort Worth. The Mayor reported that the Bankers' Association had said that the banquet had been handled admirably, and that Mr. Vickers had excellent success. The Mayor stated that the Fort Worth concessionaire was well qualified, and asked that Mr. Wallace in Rockdale be contacted for this place, as he owned property in the City.

The Council informally approved the request to demonstrate one of the new jet boats in the river during the Sports Fair from April 15th-19th.

The Assistant City Manager stated it would soon be necessary to select an architect for the South Austin Fire Station. Councilman Perry said he would like to get a list of architects who had not yet been engaged on any of the City projects. It was suggested that the list be brought in.

The City Manager stated there had been a change order on the improvements on Arroya Seca, stating that the property owners wanted the pavement continued on through to Justin Lane, and this was added to the contract. The amount is \$7,087.50. The Director of Public Works stated this included additional work; that the schools had paid for their part; some of the property owners had paid for theirs; and that the rest of the property is a park owned by the City; and that the unit price was the same as the south part of the Arroya Seca paving. Councilman Bechtol moved that the Change Order be authorized. The motion,

seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
 Noes: None

The Director of Public Works submitted a request from MR. LEONARD SCRUGGS who owns quite a bit of property between 16th and 18th Streets along Waller Creek, in that he would like to help out in beautifying Waller Creek. One of his requests was to close 17th Street, but the Director of Public Works stated that could not be done; but there was no reason that the alley below the bluff could not be vacated. He said Mr. Scruggs had offered to contribute up to one-half or a minimum of \$1,000 to beautify the two blocks between 16th and 18th and between Red River and Trinity. The City Manager showed a little driveway in the street area which would be an access to these apartment houses, and stated this would have to be improved, and that Mr. Scruggs was willing to pay for the improvement, but the costs had not yet been submitted to him.

The Mayor read a letter from MR. THOMAS G. GEE asking that the appeal of NELSON PUEITT & ASSOCIATES from the Plan Commission decision concerning the width to be required for Lightsey Road, be set for hearing on March 10th or as soon as possible after that date. The Council set this hearing for two weeks from today, MARCH 17th.

The Council informally approved the request of ROY VELASQUES for the use of the Auditorium on Sunday night, July 3, 1960, for their Celebration.

The Council recessed until 2:00 P.M.

RECESSED MEETING

2:00 P.M.

At 2:00 P.M., the Council resumed its business.

MR. ED ST. JOHN, Chamber of Commerce, submitted a request for the use of the Sand Beach area from Waller to Chicon, and for the use of the Town Lake area from the east side of the Interregional Bridge to 100 yards beyond Chicon Street for a Regional Ski tournament the first week in August, 1960, and for a National Ski Tournament for the third week in August of 1961. He displayed a sketch of the plans. As to providing a free area, Mr. St. John stated there was such a financial responsibility connected with this, it would not be good. Chief Miles pointed out the location that this Department wanted for a boat dock and training Center. The City Manager stated also that a roadway would be located in this area and that they would have to work with the Chamber of Commerce if there were any problems of relocating some of their stands, etc. Mr. St. John stated that would be no problem with them. Councilman Bechtol moved that the Chamber of Commerce Committee in Charge of the National and Regional Ski Association Tournaments be permitted the use of this area the first week in August 1960 for the Regional Tournament, and the third week in August of 1961 for the National Tournament. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
 Noes: None

MR. FRANK DENIUS, representing Southern Union Gas Company, stated he wanted to make a statement for the record, regarding the amount of moisture in the gas. He said, that night before last at the meeting, Mr. Kinney had reported there was no appreciable moisture in the gas--just a trace; and Mr. Denius said that tests had been run at the Power Plant. He said Southern Union would abide by the 6 pound maximum. He did not want it understood in any way that he had said there was no water content in the gas. The Mayor discussed the Southern Union proposal briefly.

The Council had under discussion Instructions to Bidders as drawn on February 29, and an amendment drawn on March 2nd. Discussion was centered on Paragraph No. 3. MR. DENIUS, Southern Union, stated the City would benefit by not having to pay for gas it did not need; and if Southern Union bid, the City would benefit because whatever profit the Company made, the City would get credit on the domestic rates; and that the specifications were satisfactory to Southern Union Gas Company. MR. SOL SMITH said that Mr. A. E. Smith and Mr. Burton (Texas Central Gas Company) could bid under these specifications. MR. CLINT SMALL stated he had made his objections to these specifications as they now stand. The City Manager went over the instructions and stated it was proposed that Paragraph No. 3 be deleted and a new paragraph and 4(b) be inserted. He said it was planned to expand the two plants, and possibly add an additional facility at another site in the future. MR. WILL ODOM said without a minimum take, there would be no bilateral contract--that the company would be selling, but the City would not be agreeing to buy; and in the area where his company purchased gas, their contracts had a minimum take provision in them, as this was an accepted practice. MR. SMALL still objected to the specifications now under discussion. MAYOR MILLER called MR. HAAS long distance. Councilman Palmer asked if the Legal Advisors had agreed that this Paragraph No. 3 was strictly a discretionary matter, and the City Attorney stated that MR. FRANCIS, MR. HART, and MR. GAY had authorized him to make the statement that the legal consultants were of the unanimous view that adoption or not of such a provision lies wholly within the discretion of the Council. (Letter dated February 29, 1960) MR. SOL SMITH said the company he represented did not have to have a take or pay clause, as they would have other contracts in the system, even though it would dedicate certain reserves to the City. The City Attorney explained the effects of the wording of Paragraph 3 and 4 without the inclusion of the former 4(b) on any bidder that might include a minimum take provision in his contract, in that he could not be awarded the contract; and to award the bid to him it would be necessary to reject all bids and readvertise. Councilman Bechtol stated he was not familiar with what it would take to finance Five or Twelve Million Dollars, and he did not think that anything should be put in the specifications to keep people from bidding with a minimum take provision; and under the way the specifications were amended, those people could not bid. He said the other way would not cut anyone out. MR. SMALL said the specifications now being drawn would prevent his making the same bid he made before. Councilman White suggested that the Council get with Mr. Small and Mr. Haas and see if something could be worked out on it. The Council discussed setting up a minimum amount in the specifications. The Mayor suggested that the advisors be contacted again stating he would call Mr. Coleman Gay, Mr. Hart, and Mr. Francis also. Councilman Palmer stated he would like to have Paragraph 3 taken out, and 4(b) put back in. Councilman Bechtol stated he wanted to see Paragraph 3 omitted, and 4(b) left in; change the moisture content from six pounds to seven pounds; and add Paragraph 20, allowing alternate bids. Councilman Bechtol moved that the Council recess until 12:00 P.M., Friday, March 4th. The motion, seconded by Councilman Palmer, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Mayor Miller  
Noes: None  
Not in Council Room when vote was taken: Councilmen Perry, White

The Council recessed at 7:30 P.M.

RECESSED MEETING  
of the Regular Council Meeting  
of MARCH 3, 1960

March 4, 1960  
2:00 P.M.

MR. NAT GOODFRIEND, President of the Down-Town Austin Unlimited, appeared before the Council with MR. JOE WELLS, and requested that the building site of the proposed Post Office and Federal Office Building project be objectively studied by the City Planning Commission and its recommendations be made to the Council and to the General Service Administration. The Mayor stated that the City had waited for the Post Office and General Government Building for many years, and it was very grateful that the Post Office Department and General Services had tentatively appropriated money for these buildings, but he did not know whether or not the land had been acquired at this time. Councilman Palmer stated the City appreciated the fact that those departments were going to locate these offices here. Councilman Bechtol moved that at the request of the Down-Town Austin Unlimited, the Council ask the Planning Commission to make a brief study of this. The motion, seconded by Councilman Palmer, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

The Council had before it the Instructions to Bidders for Natural Gas Fuel Supply for Electric Generating System of City of Austin, as follows:

"INSTRUCTION TO BIDDERS FOR NATURAL GAS  
FUEL SUPPLY FOR ELECTRIC GENERATING SYSTEM OF  
CITY OF AUSTIN

- "1. The City of Austin desires a suitable natural gas fuel supply, for its electric generating system at the lowest cost possible, and for a period of twenty (20) years or more.
- "1- Each bidder shall submit a complete form of proposed contract, executed and  
A. acknowledged in duplicate originals by the bidder, which contract shall include in substance the agreements and provisions set out in Paragraphs 7 through 19 of these instructions to bidders, which will constitute the final and binding contract between the bidder and the City if accepted and executed by the City on or before April 11, 1960. In addition to the executed copies of the contract twelve (12) additional unexecuted copies thereof must also be submitted. Prior to acceptance of any contract submitted, the City reserves the right to make, or to have made by any independent consultant employed by the City to assist it in evaluating and

comparing the proposals received, such further investigation of the bidder, its contracts, properties, personnel, business affairs and financial relationships with other parties as the City or any such consultant may deem necessary or appropriate for purposes of such evaluation and comparison. Prior to acceptance of any such contract, the City also reserves the right to require any bidder to submit to it or to its said consultant(s) any and all additional information which, in the opinion of the City or said consultant(s), is necessary or appropriate for a proper evaluation of such bidder's proposal; and failure or refusal by any bidder promptly to supply any such information requested will be a fact to which the City shall be entitled to give due weight in its consideration of such bidder's proposal. The City of Austin, Texas, not only reserves the right to reject any and all bids, and to waive formalities, but also reserves the right to determine the capability and responsibility of each bidder to fulfill the contractual commitment proposed by each bidder in determining which is the lowest and best responsible bid.

- " 2. The contract shall obligate the bidder, subject to the terms and conditions thereof, to supply the entire natural gas fuel requirements of the electric generating system of the City of Austin, Texas, for a period of at least 20 years with deliveries to begin not later than a specified number of days after acceptance and execution of the contract by the City, and in no event later than September 1, 1960.
- " 3. No contract will be approved which requires the City to pay for any gas which it has not taken, except that the City will guarantee to take at least 70 trillion BTU'S during the first 10 years of the contract.
- " 4. In considering any contract submitted, the City will give weight to all pertinent matters which it seems or will deem suitable to be considered, including (but not without inclusion of possible other matters) the following:
- (a) The character and extent of the delivery obligations assumed by the bidder to the City and to others;
  - (b) The character and extent of minimum purchase obligations imposed upon the City, if any;
  - (c) The source of sources of the gas to be delivered, and the character and extent of the dedication of gas reserves to fulfillment of the City's fuel requirements;
  - (d) The price or prices to be paid by the City for gas delivered under the contract or, if such prices for all gas deliverable are not firmly stated for any portion of the contract's term, the basis specified for the determination of the same;
  - (e) The remedy or remedies available to the City if the bidder at any time fails to fulfill its obligations under the contract;
  - (f) Extent of bidder's willingness to absorb in its rates, or otherwise, the excess cost of replacement of gas by other fuel when Seller is unable to fulfill its obligation to deliver, either in whole or in part.
- " 5. In considering any contract submitted, the City will also give due weight to the following matters, as evidenced by the supporting data to be

submitted by each bidder along with its proposed form of contract:

(a) The adequacy of the gas reserves available to the bidder, either pursuant to gas purchase contracts or otherwise, for fulfillment of its delivery obligations under the contract, both on an overall basis and from the standpoint of the gas volumes obtainable therefrom from time to time; i. e. deliverability.

(b) The character and extent of the drilling and other exploratory or developmental activities on the part of the bidder and its supplier or suppliers of gas, which will be required to assure delivery of gas to the City in the quantities called for by the contract;

(c) The adequacy of the delivery capacity of the pipeline and other facilities proposed to be utilized, constructed or installed by the bidder or others for the supply of gas to the City;

(d) The ability of the bidder and its supplier or suppliers of gas to effect the timely financing of the wells, pipelines and other facilities needed to be drilled, constructed or installed for fulfillment of the bidder's delivery obligations under the contract;

(e) The reputation, business background and prior experience in the natural gas business of the bidder and its officers, directors or other officials;

(f) Any other factors tending to substantiate or cast doubt upon the overall economic feasibility of the bidder's project, the responsibility and integrity of the bidder, its officials and suppliers of gas, and the likelihood that the bidder will be able to comply in full with its obligations under the contract throughout the term thereof.

"6. The estimated natural gas fuel requirements of City's electric generating system during said 20-year period, together with the estimated flow requirements at the delivery points initially to be served with gas and the estimated flow requirements in future years at such delivery points, are indicated as follows:

FISCAL YEAR OCT 1 - SEPT 30	ANNUAL BTU'S (BILLIONS)	MAXIMUM FLOW REQUIRED (MILLIONS CU.FT.PER.HR.)		
		(1)	(2)	(3)
1959-60 - - - - -	7878.8	2.25	1.25	3.5
1960-61 - - - - -	8903.6	2.25	1.25	3.5
1961-62 - - - - -	10061.3	2.25	1.25	3.5
1962-63 - - - - -	11369.2	2.25	1.25	3.5
1963-64 - - - - -	12846.6	2.25	2.25	4.5
1964-65 - - - - -	14516.8	2.25	2.25	4.5
1965-66 - - - - -	16404.0	2.25	3.65	5.9
1966-67 - - - - -	18536.7	2.25	3.65	5.9
1967-68 - - - - -	20946.2	2.25	5.05	7.3
1968-69 - - - - -	23668.0	2.25	5.05	7.3
1969-70 - - - - -	26744.8	2.25	7.75	10.0
1970-71 - - - - -	29001.8	2.25	7.75	10.0
1971-72 - - - - -	34150.2	2.25	7.75	10.0

1972-73	- - - - -	38589.8	3.25	7.75	11.0
1973-74	- - - - -	43606.5	5.25	7.75	13.0
1974-75	- - - - -	49275.8	8.05	7.75	15.8
1975-76	- - - - -	55680.8	10.75	7.75	18.5
1976-77	- - - - -	62915.4	10.75	7.75	18.5
1977-78	- - - - -	71089.4	14.25	7.75	22.0
1978-79	- - - - -	80337.0	17.75	7.75	25.5
1979-80	- - - - -	90768.0	17.75	7.75	25.5

- (1) Plant at 800 West 1st St.
- (2) Plant at 2400 Holly St.
- (3) Total at Delivery Points.

(This is the end of page 4)

"7. The gas shall be delivered at a minimum delivery pressure of 100 PSIG, and shall be merchantable dry, sweet, natural gas which shall be odorized, but shall be commercially free from dust and objectionable liquids and solids, and shall have the following limits by volume analysis @ 60° F and 30" Hg:

- |  |   |
|--|---|
| (1) Sulphur:                             | Maximum: Twenty (20) grains per 100 cubic feet. |
| (2) Hydrogen Sulphide:                   | Maximum: One (1) grain per 100 cubic feet.      |
| (3) Carbon Dioxide (CO <sub>2</sub> ):   | Maximum: Three and one-half percent (3.5%).     |
| (4) Nitrogen (N <sub>2</sub> ):          | Maximum: Two-tenths of one percent (0.2%).      |
| (5) Moisture (H <sub>2</sub> O):         | Maximum: Six (6) pounds per million cubic feet. |
| (6) Heating value in BTU per cubic foot: | Minimum 1000, Maximum 1100.                     |

"8. The volume of gas to be measured shall be computed as follows:

- (1) A cubic foot of gas shall be defined as the amount of gas contained in a cubic foot of space at a space at a pressure of 14.65 psi. absolute and at a temperature of 60° F., and the gas volumes shall be computed into such units in the manner described below.
- (2) The term MCF shall mean 1000 cubic feet of gas.
- (3) The atmospheric pressure shall be assumed to be 14.65 psi. absolute at the point of measurement irrespective of the actual atmospheric pressure at the point of measurement from time to time.
- (4) For orifice meter measurement, the installation specifications, coefficients, factors, and calculations shall be those prescribed by or in the A.G.A. Gas Measurement Committee Report No. 3. For all gas measured at a pressure of less than 500#, the manometer factor will be assumed to be unity.

- (5) For positive displacement meter measurement, the installation specifications, methods of testing, factors, and calculations used shall be those prescribed by or in the American Meter Company's Handbook E-4.

For orifice meter measurement, the deviation of the gas from Boyle's Law at the pressures, temperatures, and specific gravities under which the gas is delivered shall be read from the A.G.A. Convenient Operating Tables of "Supercompressibility Factors of Natural Gas". No adjustment for diluents, based upon a chemical analysis of the gas involved, shall be made to these factors if the adjustments amount to less than two tenths of one per cent (.2%) plus or minus from the A.G.A. Hydrocarbon Tables. For measurements using positive displacement meters, the factor to be used will be the square of the above named factor. If the conditions of pressure, and/or diluents in the gas are not within the range of these tables, then other accepted methods mutually agreed upon by Seller and City shall be used in determining the deviation from Boyle's Law.

The flowing temperatures of the gas being metered shall be determined continuously by means of a recording thermometer of standard make acceptable to both parties, and the arithmetical average of the temperature recorded during periods of flow only shall be deemed the gas temperature, and shall be used in computing the volumes of gas delivered.

The specific gravity of the gas delivered shall be determined by a recording gravitometer of approved type, a continuous gravity sample accumulator, or such other method as may be agreed upon by both parties.

When a recording gravitometer is used, the arithmetical average of the gravity recorded during periods of flow only shall be used for computation purposes for each chart period.

In the event that the continuous sample accumulator is used, the average gravities shall be determined for such periods of time and by such methods as may be mutually agreed upon by Seller and City.

- "9. The gas shall be delivered to both the old and new plants of City and at such other point or points as may be subsequently mutually agreed upon (all of such points to be considered primary points of delivery). At each such primary point of delivery, City shall furnish to Seller without cost suitable sites for the location of all valves, pipe, and measuring equipment necessary to make proper deliveries. All equipment and facilities installed at such points by Seller shall remain its personal property and may be removed by Seller within a reasonable time after the termination of this agreement.

Seller shall at all times have access to such sites and the equipment thereon and City shall be entitled to observe the operation of such equipment and inspect the same at all reasonable times in the presence of representatives of Seller.

City agrees to grant Seller without cost, such rights-of-way or easements, within the power and authority of City, as may be necessary to make deliveries under the contract and shall permit Seller to use any land, rights-of-way, or easements held by City which would be convenient

or useful to Seller in constructing, installing and maintaining its facilities so long as such use by Seller does not conflict with City's uses of such rights-of-way and easements.

- "10. At least once a month and, so far as convenient and practicable, upon the corresponding days of each month, Seller shall calibrate its orifice meters and appurtenant instruments, and at least once each three months, Seller shall calibrate its positive displacement meters, all in the presence of representatives of City, and the parties shall jointly observe any adjustment made. If the aggregate error in a measuring device is found on test to register not more than two per cent in volume fast or slow, it shall be deemed to be correct. All measuring devices shall be adjusted upon test to register accurately within the tolerances allowed by their respective manufacturers. In the event that the aggregate error in measuring devices is more than two per cent fast or slow in volume, adjustments shall be made by applying the percentage of error to the volume involved during the time the metering equipment was out of calibration if such period can be ascertained, and if not then the percentage of error will be applied to the volume delivered for one-half the time elapsed since the date of the last calibration. During the time any meter is out of repair or is being tested, or in the event of a sudden failure of any meter to register accurately for any period, within the two per cent variation allowed, if it is not feasible to install another meter, the volume of gas passed shall be estimated until a new or repaired meter is installed, and adjustment and settlement shall be made at the regular monthly periods on the basis of the amount of gas registered at like pressures and for like periods of time when the meter was registering accurately.

City shall be entitled to install and operate (at and immediately downstream from any measuring station of Seller) measuring equipment of standard type as will enable City to check the volume of gas delivered to City by Seller and measured by meters of Seller.

If City shall exercise its rights of installing and operating check meters, and Seller's meters should fail to register accurately at any time (allowing for the variations above mentioned), the registration of the meters of City, instead of estimated quantities, shall be taken as the correct quantity of gas delivered by Seller to City (provided that the meters of City are correct within the above variations), until such time as the meter or meters of Seller shall be adjusted, repaired, or replaced. The meters of City hereunder shall be tested and adjusted and the charts therefrom shall be handled and preserved by City in the same manner as is herein provided with respect to meters of Seller, and Seller shall be entitled to have access to City's meters at all reasonable times.

Each party shall give the other party notice of the time of all tests of meters and appurtenant instruments sufficiently in advance of the holding of the tests so that the other party may conveniently have its representative present; provided, however, that if either party has given such notice to the other party and the other party is not present at the time specified, then the party giving the notice may proceed with the tests as though the other party were present.

"11. The gross Btu content of the gas shall be determined by a recording calorimeter of approved type, a continuous Btu sample accumulator, or by such other method as may be agreed upon by both parties, so located as to measure properly the heat content of the gas delivered.

When a recording calorimeter is used, the arithmetical average of the recordings during periods of flow only shall be used for computing purposes for each chart period.

In the event that the continuous sample accumulator is used, the average gross Btu content of the gas shall be determined for such periods of time and by such methods as may be mutually agreed upon by both parties.

In determining the Btu content to be used for the purpose of billing, the gross Btu content of the gas thus obtained shall be corrected from the water vapor content of the gas under testing conditions to the average water vapor content of the gas being delivered.

The degree of saturation by water vapor of the gas delivered hereunder shall be determined at least twice a month on a day as near the first (1st) and the fifteenth (15th) days of the month as practicable.

City shall not be obligated to accept gas containing less than one thousand (1000) Btu per cubic foot, but in the event that City should elect to accept such gas, payment shall be made therefor at the contract price, after first deducting the actual cost to City of the quantity of fuel oil necessary to increase the heating efficiency of said gas to 1000 Btu per cubic foot. For this purpose all of the records of City shall be made available to Seller and Seller shall have access for testing the Btu content of City's fuel oil supply at all reasonable times. The same adjustment in payments for gas shall be made when gas is accepted by City during periods when it is necessary for City to burn fuel oil because of Seller's failure to deliver gas at a rate of flow per hour sufficient to operate City's electric generating equipment. Because City's electric generating equipment can not efficiently utilize gas containing more than 1100 BTU'S per cubic foot, the contract price for gas which would otherwise be computed upon the basis of BTU'S delivered shall, as to those BTU'S contained in gas in excess of 1100 per cubic foot, be reduced to one-half ( $\frac{1}{2}$ ) the price stipulated for BTU'S contained in gas having between 1000 and 1100 BTU'S per cubic foot.

"12. If the contract obligates City to reimburse to Seller, in addition to other sums payable to Seller under the contract, any applicable taxes, such obligation shall not include any ad valorem, franchise, excess profits, or income taxes, levied upon Seller, but shall only include taxes levied, assessed, fixed, or charged by a governmental authority as a tax upon production, distribution, sales, excise, gross receipts, severance, use, occupation, gathering, transportation, street rental, license, or transmission of gas or a tax of any other name or description which is levied, assessed, fixed or charged by any governmental authority against Seller or Seller's suppliers or its or their business or against producers selling gas to Seller or Seller's supplier in connection with or allocable to the volume, value or gross receipts from the sale or handling of gas delivered to the City hereunder or against such gas itself or the act, right or privilege of the ownership, production, severance, handling,

transmission, compression, distribution, sale or delivery of such gas, whether such tax or charge be based upon the volume, value or gross receipts from the sale or handling of such gas, or upon some other basis, but no obligation shall be assumed by City for the payment of any taxes which are absorbed or paid by others where Seller is not to reimburse for or pay such taxes, and no reimbursement shall be made to Seller for any taxes included in Seller "cost" of gas under the price schedule, in the contract, on which the price or amount payable by the City to Seller is computed on the basis of Seller's said "cost" plus any fixed amount. All gross receipts taxes, occupation taxes, or other similar taxes which may be levied or assessed by City against Seller by reason of or in connection with its sales and deliveries of gas to City under the contract shall be deemed to be included among those taxes for which City may reimburse Seller if required by the contract.

- "13. The gas to be delivered by Seller under this contract is not to be resold to third parties and is to be used and consumed by City in its facilities for the purpose of manufacturing steam or generating electric energy at the points of delivery.
- "14. Seller shall furnish an itemized statement to City each month of the number of cubic feet of gas and the average number of Btu's per cubic foot delivered hereunder during the preceding month and the amount payable therefor. City shall pay Seller the full amount of each such statement within ten (10) days following receipt thereof; provided, however, that all of the obligations of City to make payment hereunder shall be limited to payments as operating costs out of current funds received during any such year from sales of electricity by City, its successors or assigns.
- "15. This contract shall become operative upon the date the same is executed by City, and shall continue in force until the first day of September, 1980. Unless otherwise agreed upon in writing by Seller and City, the contract shall be automatically continued in force from year to year after the expiration hereof on September 1, 1980, subject to termination at the option of either party hereto upon the giving of ninety (90) days' written notice to the other party hereto (which written notice may be given in advance of the end of the term hereof on September 1, 1980.)
- "16. In the event that City's anticipated annual use of gas should increase or decrease to such extent that the schedule of estimated gas requirements should not accurately reflect the City's estimated needs, City shall notify Seller of such change in anticipated use immediately upon discovering such change.
- "17. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, either federal or state, civil and military, civil disturbances, explosions, breakage or accident to machinery or lines of pipe and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. The settlement of strikes or lockouts shall be entirely within the good faith discretion of the party having the difficulty, and the requirement

that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the good faith discretion of the party having the difficulty.

The contract shall be subject to all existing and future rules, regulations, orders, laws or proclamations of governmental authorities (both federal and state, including both civil and military) having jurisdiction over the parties hereto or the subject matter.

In the event that either party is rendered unable, wholly or in part, by force majeure or other causes specified in the contract to carry out its obligations under contract other than the obligation to make payments of amounts due hereunder, and such party gives notice and reasonably full particulars of such force majeure in writing or by telegraph to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such force majeure or other causes specified in the contract shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Either party may partially or entirely interrupt its performance hereunder for the purpose of making necessary inspections, alterations and repairs, but only for such time as may be reasonable or unavoidable; and the party requiring such relief shall give to the other party reasonable notice of its intention to suspend its performance hereunder, except in cases of emergency where such notice is impracticable, and shall endeavor to arrange such interruptions so as to inconvenience the other party as little as possible. Service interruptions on the part of either party which are sanctioned by the provisions of this paragraph are expressly included within the definition of "force majeure" for the purposes of the Contract.

"18. Except where a different remedy has been specifically agreed upon elsewhere in the contract, any default in performance thereof by Seller shall entitle City to the payment of monetary damages for all damages or loss which the City may actually incur or suffer by reason of or as a result of such default by Seller, and the City may also enforce specific performance of this Contract by Seller.

Any default by Seller in the performance of its obligations hereunder which results in Seller's failure or inability to deliver to the City substantially all of the quantities of gas (of substantially the quality specified) at the times and rate of delivery which Seller is obligated to deliver, shall be deemed a "material default" by Seller, and in addition to all other remedies which it may elect, City may, at its option terminate the contract by giving written notice to the Seller stating specifically the cause or causes for terminating the contract and declaring it to be the intention of City to terminate the same; whereupon, Seller shall have sixty (60) days after the service of such notice in which to remedy or remove the cause or causes stated in the notice for termination of the Contract, and if within said period of sixty (60) days Seller does not remove or remedy said cause or causes, or fully indemnify City for any and all consequences of such material default, then such notice shall be withdrawn and this agreement shall continue in full force and effect. In case Seller does not so remedy or remove the cause or causes or does not indemnify City for any and all consequences of such material default within

said period of sixty (60) days, then City may, if it so elect, declare said contract null and void from and after the expiration of said period. Any such cancellation of the contract by the City shall be without prejudice to the right of City to collect or withhold any amounts then due it from Seller, but shall not constitute a waiver of any other remedy to which City might be entitled for breach of the Contract by Seller.

- "19. If the City should default in performance of its obligation under the contract, Seller may, at its option, terminate the contract by giving written notice to the City stating specifically the cause or causes for terminating this Contract and declaring it to be the intention of Seller to terminate the same; whereupon, City shall have sixty (60) days after the service of such notice in which to remedy or remove the cause or causes stated in the notice for termination of the Contract, and if within said period of sixty (60) days the City does so remove or remedy said cause or causes, or fully indemnify Seller for any and all consequences of such breach, then such notice shall be withdrawn and this agreement shall continue in full force and effect. In case City does not so remedy or remove the cause or causes or does not indemnify Seller for any and all consequences of such breach within the said period of sixty (60) days, then Seller may, at its option, declare said contract null and void from and after the expiration of said period. Any such cancellation of said contract shall be without prejudice to the right of Seller to collect any amounts then due it from City, but shall constitute a waiver of any other remedy to which Seller might be entitled.

In the event of default by the City in the performance of its obligations under this Contract, and if Seller does not elect to terminate the Contract, Seller shall be entitled to payment from the City of monetary damages for all damages or losses which Seller may actually incur or suffer by reason of or as a result of such default by the City, but Seller shall not be entitled to enforce specific performance of the Contract by the City.

- "20. The contract shall be executed and acknowledged in duplicate originals by persons authorized to bind the Seller before being submitted to City for execution and acknowledgment. "

The Council also had before it an amendment as drawn by the Consultant and the Legal Advisors, as follows:

"Page 2 of Instructions to Bidders for Natural Gas Fuel Supply for Electric Generating System of City of Austin

"and conditions thereof, to supply the entire natural gas fuel requirements of the electric generating system of the City of Austin, Texas, for a period of at least 20 years with deliveries to begin not later than a specified number of days after acceptance and execution of the contract by the City, and in no event later than September 1, 1960.

- "3. The City will utilize the purchased gas for all the fuel requirements of said system during such term, to the extent that the gas is available and delivered as needed; but it will not pay for any gas not taken.

- "4. The City reserves the right to utilize atomic energy, if it becomes available at an attractive price, for any additional electrical generating plants other than the two mentioned herein.
- "5. In considering any contract submitted, the City will give weight to all pertinent matters which it deems or will deem suitable to be considered, including (but not without inclusion of possible other matters) the following:
- (a) The character and extent of the delivery obligations assumed by the bidder to the City and to others;
  - (b) The source or sources of the gas to be delivered, and the character and extent of the dedication of gas reserves to fulfillment of the City's fuel requirements;
  - (c) The price or prices to be paid by the City for gas delivered under the contract or, if such prices for all gas deliverable are not firmly stated for any portion of the contract's term, the basis specified for the determination of the same;
  - (d) The remedy or remedies available to the City if the bidder at any time fails to fulfill its obligations under the contract;
  - (e) Extent of bidder's willingness to absorb in its rates, or otherwise, the excess cost of replacement of gas by other fuel when Seller is unable to fulfill its obligation to deliver, either in whole or in part.
- "6. In considering any contract submitted, the City will also give due weight to the following matters, as evidenced by the supporting data to be submitted by each bidder along with its proposed form of contract: "

The City Manager read each paragraph. After a very detailed discussion, Councilman White moved that the new specifications as gone over by our Advisors on February 29th, be accepted with these changes:

"Delete all of Paragraph No. 3. Put in its place Paragraph No. 4, 'The City reserves the right to utilize atomic energy, if it becomes available at an attractive price, for any additional electrical generating plants other than the two mentioned herein.', and leaving all of former Paragraph No. 4 in.

"Change paragraph numbers from Page 1 on.

"Increase the water content from six to seven pounds, and add 'If it exceeds seven pounds, there will be adjustments in the price of the BTU'S!'

"Add an additional number paragraph that 'Nothing contained in these instructions shall be construed as preventing the same bidder from submitting alternative provisions in his bid, so long as such provisions are complete within themselves and so long as the option to accept or reject any such alternate provision rests exclusively with the City.'

"Add an additional paragraph to read, 'The City Council may in its discretion require the posting of a performance bond not in excess of One Million Dollars (\$1,000,000.00) covering the first year of performance of the contract.'

"Delete Original Paragraph No. 20.

"Add Foot note on bottom of Page 4 - '(4) From 1973-1974 to end of contract period, the additional flow requirements are assumed to be supplied to a plant or plants other than those now existing."

The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Palmer, Perry, White.  
Noes: Mayor Miller\*

\*Mayor Miller stated, regarding his vote, that there was no utopia, and that no contracts were perfect. He said a very eminent advisor, MR. R. E. DAVIS and his Associates, had been engaged, in this matter. MR. CHARLES I. FRANCIS, Houston, had given his time, as had MR. COLEMAN GAY and JUDGE JAMES P. HART. The Mayor stated as the Council was changing their recommendations, necessarily perhaps, that he would vote "no" on the roll call, but would change his vote immediately, as the Council had expressed themselves, and go along with them and change his vote to "Aye".

The vote then showed the following:

Ayes: Councilmen Bechtol, Palmer, Perry, White, Mayor Miller  
Noes: None

There being no further business, the Council adjourned at 4:20 P.M. subject to the call of the Mayor.

APPROVED \_\_\_\_\_

Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk